

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

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| In re: Dallas F. Walters, Jr. Debtor. LAKEVIEW LOAN SERVICING, LLC, Movant, v. Dallas F. Walters, Jr., Debtor/Respondent, KENNETH E. WEST, Esquire, Trustee/Respondent. | Bankruptcy No. 20-10163-amc Chapter 13 Hearing Date: October 11, 2022 Hearing Time: 11:00am Location: 900 Market Street, Suite 204, Philadelphia, PA 19107 |
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**MOTION OF LAKEVIEW LOAN SERVICING, LLC FOR RELIEF FROM THE
AUTOMATIC STAY TO PERMIT LAKEVIEW LOAN SERVICING, LLC TO
FORECLOSE ON 220 UPLAND ROAD, BROOKHEAVEN, PA 19015**

Secured Creditor, Lakeview Loan Servicing, LLC, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 1301, for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor, Dallas F. Walters, Jr., filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on January 9, 2020.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On July 17, 2018, Dallas F. Walters, Jr. executed and delivered a Promissory Note (“Note”) and Dallas F. Walters, Jr. and Co-Debtor, Ashley Stewart Walters, executed and

delivered a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$229,452.00 to Movement Mortgage, LLC. A true and correct copy of the Note is attached hereto as Exhibit “A.”

4. The Mortgage was recorded on August 27, 2018 in Document Number 2018041951 of the Public Records of Delaware County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 220 Upland Road, Brookhaven, PA 19015 (“the Property”).
6. The loan was lastly assigned to Lakeview Loan Servicing, LLC and same was recorded with the Delaware County Recorder of Deeds on February 4, 2020, as Instrument Number 2020007835. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “C.”
7. Based upon the Debtor's Third Amended Chapter 13 Plan (Docket No. 33), Debtor intends to cure Secured Creditor's pre-petition arrearages within the Plan and is responsible for maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the Third Amended Chapter 13 Plan is attached hereto as Exhibit “D.”
8. Co-Debtor, Ashley Stewart Walters, is liable on and/or has secured the aforementioned debt with the Debtor.
9. Secured Creditor is the holder of the note (“noteholder”), and is either the original mortgagee, beneficiary or assignee of the security instrument for the referenced loan.

Noteholder directly or through an agent has possession of the promissory note and the promissory note is either made payable to noteholder or has been duly endorsed.

10. Upon review of internal records, Debtor has failed to make the monthly post-petition payments of principal, interest, and escrow in the amount of \$2,007.61 which came due on July 1, 2022, August 1, 2022, and September 1, 2022, respectively.

11. Thus, Debtor's post-petition arrearage totaled the sum of \$4,283.04 with the suspense balance of \$1,739.79 through September 1, 2022.

12. Upon review of internal records, the current unpaid principal balance due under the loan documents is approximately \$217,974.50. Movant's total claim amount, itemized below, is approximately \$229,159.93. See Exhibit "E."

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| Unpaid Balance | \$217,974.50 |
| Interest Amount | \$8,582.76 |
| Escrow Advance | \$8,088.25 |
| Corporate Advance | \$30.00 |
| Total Suspense | (\$5,515.58) |
| Total | \$229,159.93 |

13. According to the Debtor's schedules, the value of the subject property is \$251,000.00. A true and accurate copy of the Debtor's Schedule A/B is attached hereto as Exhibit "F."

14. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay and Co-Debtor stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) and Co-Debtor stay pursuant to 11 U.S.C. § 1301 is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.

15. As set forth herein, Debtor has defaulted on the secured obligation having failed to make all monthly post-petition installment payments due to Secured Creditor.

16. As a result, cause exists pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 1301 of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

17. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) and 11 U.S.C. § 1301 to permit Lakeview Loan Servicing, LLC to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: September 14, 2022

Robertson, Anschutz, Schneid, Crane & Partners, PLLC

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